

# MASTER CONTRACT

between the

SIOUX CENTER COMMUNITY  
SCHOOL DISTRICT

and the

SIOUX CENTER EDUCATION ASSOCIATION

2006-2007

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## ARTICLE I: PREAMBLE

Whereas the Board of Directors of the Sioux Center Community School District, hereinafter referred to as the Board, and the Sioux Center Education Association, hereinafter referred to as the Association, recognize and declare that providing a quality education for the students of the Sioux Center Community School District is their mutual desire.

They therefore declare the attainment of this desire is a joint responsibility of the Board, the Association, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of the students, and the community at large.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## ARTICLE II: IMPASSE PROCEDURES

The Impasse Procedures as herein agreed to are consistent with those provided by Chapter 20, Sections 19, 20 and 22 of the Iowa Code.

- A. Sec. 20. MEDIATION. In the absence of an impasse agreement between the parties or the failure of either party to utilize its procedures, one hundred twenty days prior to May 31 of the year when the collective bargaining agreement is to become effective, the board shall, upon the request of either party, appoint an impartial and disinterested person to serve as mediator. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the dispute, but the mediator may not compel the parties to agree.
- B. FACT FINDING - DELETED
- C. Sec. 22. BINDING ARBITRATION.
  - 1. If an impasse persists ten (10) days after the effective date of the appointment of a mediator, the parties may continue to negotiate or, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.
  - 2. Each party shall submit to the board within four days of request a final offer on the impasse items with proof of service of a copy upon the other party. Each party shall also submit a copy of a draft of the proposed collective bargaining agreement to the extent to which agreement has been reached and the name of its selected arbitrator. The parties may continue to negotiate all offers until an agreement is reached or a decision rendered by the panel of arbitrators. As an alternative procedure, the two parties may agree to submit the dispute to a single arbitrator. If the parties cannot agree on the arbitrator within four days, the selection shall be made pursuant to subsection five (5) of this section. The full costs of arbitration under this provision shall be shared equally by the parties to the dispute.
  - 3. The submission of the impasse items to the arbitrators shall be limited to those issues that had been considered by the parties and upon which the parties have not reached agreement. With respect to each such item, the arbitration board award shall be restricted to the final offers on each impasse item submitted by the parties to the arbitration board (or to the recommendation of the fact finder on each impasse item).
  - 4. The panel of arbitrators shall consist of three members appointed in the following manner:
    - a. One member shall be appointed by the public employer.
    - b. One member shall be appointed by the employee organization.
    - c. One member shall be appointed mutually by the members appointed by the public employer and the employee organization. The last member appointed shall be the

chairman of the panel or arbitrators. No member appointed shall be an employee of the parties.

- d. The public employer and employee organization shall each pay the fees and expenses incurred by the arbitrator each selected. The fees and expenses of the chairman of the panel and all other costs of arbitration shall be shared equally.
5. If the third member has not been selected within four (4) days of notification as provided in subsection two (2) of this section, a list of three (3) arbitrators shall be submitted to the parties by the board. The two arbitrators selected by the public employer and the employee organization shall determine by lot which arbitrator shall remove the first name from the list submitted by the board. The arbitrator having the right to remove the first name shall do so within two (2) days and the second arbitrator shall have one (1) additional day to remove one (1) of the two (2) remaining names. The person whose name remains shall become the chairman of the panel of arbitrators and shall call a meeting within ten (10) days at a location designated by him.
6. If a vacancy should occur on the panel of arbitrators, the selection for replacement of such member shall be in the same manner and within the same time limits as the original member was chosen. No final selection under subsection nine (9) of this section shall be made by the board until the vacancy has been filled.
7. The panel of arbitrators shall at not time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this section.
8. From the time of appointment until such time as the panel of arbitrators makes its final determination, there shall be no discussion concerning recommendations for settlement of the dispute by the members of the panel of arbitrators with parties other than those who are direct parties to the dispute.

The panel of arbitrators may conduct formal or informal hearings to discuss offers submitted by both parties.
9. The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:
  - a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
  - b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
  - c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.

- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.
- 10. The chairman of the panel of arbitrators may hold hearings and administer oaths, examine witnesses and documents, take testimony and receive evidence, issue subpoenas to compel the attendance of witnesses and the production of records, and delegate such powers to other members of the panel of arbitrators. The chairman of the panel of arbitrators may petition the district court at the seat of government or of the county in which any hearing is held to enforce the order of the chairman compelling the attendance of witnesses and the production of records.
- 11. A majority of the panel of arbitrators shall select within fifteen (15) days after its first meeting the most reasonable offer, in its judgment, of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item.
- 12. The selections by the panel of arbitrators and items agreed upon by the public employer and the employee organization, shall be deemed to be collective bargaining agreement between the parties.
- 13. The determination of the panel of arbitrators shall be by majority vote and shall be final and binding subject to the provisions of section seventeen (17), subsection six (6), of this Act. The panel of arbitrators shall give written explanation for its selection and inform the parties of its decision.

### ARTICLE III: RECOGNITION

The Board hereby recognizes the Sioux Center Education Association as the certified exclusive bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 108) issued by the PERB on the 27th day of June, 1975.

The unit described in the above certification is as follows:

All professional certified employees excluding the Superintendent, Principals, and all other persons excluded by Section 4 of the Act.

#### ARTICLE IV: DEFINITIONS

A. Board or Employer

The term "Board" or "Employer" as used in this agreement, shall mean the Board of Education of the Sioux Center Community School District or its duly authorized representative.

B. Employee

The term "employee" as used in this agreement, shall mean any employee or group of employees, where appropriate in the bargaining unit as defined and certified by the PERB, and that is represented by the Association.

C. Association

The term "Association" as used in this agreement shall mean the Sioux Center Education Association and its duly authorized representatives.



## ARTICLE V: PUBLIC EMPLOYER RIGHTS

The Board of Education of the Sioux Center Community School District, a public employer, shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

## ARTICLE VI: GRIEVANCE PROCEDURE

### A. Definitions

#### 1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

#### 2. Aggrieved Person

An 'aggrieved person' is the person or persons or the Association making the grievance.

### B. Purpose

The purpose of this procedure is to secure settlement, at the lowest possible level, of disputes that arise concerning alleged violations of this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

#### 1. Time Limits

The failure of an employee to initiate level one on any alleged violation within fifteen (15) working days from the time of the occurrence of the alleged violation shall act as a bar to any written appeal at any step under these procedures.

#### 2. Year End Grievance

In the event a grievance is filed at such time that the grievance cannot be processed through all the steps in this grievance procedure by the end of the school year, and, the grievance left unresolved until the beginning of the following school year could result in foreseeable harm to an aggrieved person, the time limits set forth herein will be reduced so that the grievance procedure will be completed before the end of the school year, or within thirty (30) days thereafter.

#### 3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss the grievance with his/her principal or immediate supervisor with the objective of resolving the matter informally.

#### 4. Level Two - Principal or Immediate Supervisor (Formal)

If the grievance cannot be resolved informally, the aggrieved employee may file the grievance in writing with the principal or immediate supervisor, and at a mutually agreeable time, discuss the matter. This written grievance shall state the approximate time, place and events leading to the grievance; the specific contract clause or clauses allegedly violated; the remedy or redress sought; and, the aggrieved employee's name, signature and the date signed. The filing of the formal written grievance at the second step must be within ten (10) working days from the date of the informal conference (Level One). The principal or immediate supervisor shall make a decision on the grievance and communicate the decision in writing to the employee and the

Association within ten (10) working days after receipt of the grievance. Forms for filing a grievance shall be available at the principal's office of each school building, at the office of the superintendent, and from the Association.

5. Level Three - Superintendent

In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee may file a copy of the grievance with the Superintendent or his/her designee within ten (10) working days of the principal's or immediate supervisor's written decision at level two. Within ten (10) working days after such written grievance is filed, the aggrieved employee, the employee's representative and the superintendent or his/her designee shall meet to resolve the grievance. The superintendent or his/her designee shall make a decision within ten (10) working days of the level three grievance meeting and communicate the decision in writing to the aggrieved employee, the principal, or immediate supervisor responsible at level two, and the Association.

6. Level Four - Arbitration

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at level three (3), or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious the Association shall notify the Board within five (5) working days that the Association may submit the grievance to arbitration. Within ten (10) workdays after written notice to the Board of submission to arbitration by the Association, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association, jointly or by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within three (3) workdays, and the other party shall have two (2) additional workdays to remove one of the two remaining names. The person whose name remains shall be the arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or, if oral hearing have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the specific

provisions of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights Of The Employee To Representation

Every employee covered by this agreement shall have the right to present grievances in accord with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself, and/or a representative of the Association. If any employee files any claim or grievance other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claimed set of facts as a grievance through this grievance procedure.

E. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## ARTICLE VII: CONTRACT YEAR

- A. Employees of the bargaining unit agree to a contract year of 190 days. New employees will agree to a contract of 191 days.
- B. The regular contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving Day, New Year's Day, Christmas Day, and Memorial Day. If any of these holidays listed fall on a Saturday, the preceding Friday will be treated as the holiday, and if any of these holidays listed fall on a Sunday, the following Monday will be treated as a holiday. Extended contracts will include the Fourth of July if these fall within the scope of said extended contract.
- C. Extra-curricular or co-curricular activities for which an employee receives compensation may be assigned to the employee performing the service by the employer. The employer and the employee will attempt to mutually agree upon the assignment of all extra-curricular or co-curricular activities for which an employee receives supplemental pay, but if such agreement can't be reached then said assignment shall be made in the sole, exclusive and final judgment of the employer. The Association shall be notified as a party in interest pertaining to the assignment of extra-curricular or co-curricular activities.
- D. In accordance with HF 816, each certified staff member will be required to attend one (1) additional Professional Development Day during the 2006-2007 school year for the purpose of providing additional time for teacher career development that aligns with student learning and teacher development needs, including the integration of technology into curriculum development, in order to achieve attendance center and district-wide student achievement goals outlined in the district comprehensive school improvement plan. Each certified staff member will be compensated at his/her per diem rate for the additional Professional Development Day. The District will be responsible for designating the additional Professional Development Day within the adopted school calendar.
- E. Additional Compensation funds will be available under HF 816 to compensate certified staff for additional professional development opportunities outside of the stated contracted time. These funds will be used to complete any shortfalls of funds under article "D" for the additional Professional Development Day. The remaining Additional Compensation funds will be divided by the FTE of the district and "banked" for each individual teacher based upon the individual teacher's FTE. Teachers may use these funds for professional development opportunities throughout the school year. The outside professional development activities shall have prior approval from the building principal and the superintendent of school (or his/her designee). All eligible outside professional development activities must be completed by June 30, 2007.

- F. Any Additional Compensation funds remaining after the application of Article VII, items D. and E. above shall be divided equally (prorated to FTE) among eligible certified staff to be paid on June 30, 2007.

## ARTICLE VIII: WORK DAY

- A. All full time employees covered by this Agreement shall work eight (8) hours per contract day including a lunch period. Employees may leave for the day when pupils are dismissed on Fridays and the day before vacations, except that the administration shall have the right to schedule a faculty meeting after the pupils are dismissed on the day before winter vacation. An employee may be excused for part of the workday upon approval by the Principal or Superintendent. All employees may leave the building without requesting permission during their scheduled duty-free lunch period.
- B. All teachers shall have a daily, uninterrupted, duty-free lunch period of at least twenty-five (25) minutes.
- C. Middle School and High School Preparation Time. Each employee shall have at least one (1) class period, or the equivalent in minutes (45 minutes), for preparation per day excluding homeroom.  
K-4 Preparation Time. Each employee shall have at least one (1) class period, or the equivalent in minutes (30 minutes), for preparation per day.
- D. No employee shall be required to remain in attendance at a faculty meeting more than one hour and twenty minutes beyond the normal pupil dismissal time the day of a faculty meeting.
- E. Employees shall continue to attend those meetings associated with their professional duties such as, but not limited to, parent nights, open houses, and class sponsorship activities. However, employees may not be assigned to other types of activities, such as ticket-taking and supervision at sporting events, more than five (5) times each school year. Compensation for those other types of activities shall be a complimentary pass to all school activities for the employee, his/her spouse, and children. One additional transferable complimentary pass would be given to all single teachers. This additional transferable complimentary pass is only valid when the individual using it is accompanied by the employee who earned it. If both spouses of a married couple are employees, only one of the spouses will be assigned to work at other types of activity events. Complimentary passes will be valid for all available seats at all school activities. These available seats would be at the disposal of the staff member upon opening of the box office for each event.

## ARTICLE IX: SAFETY

The Employer shall endeavor to provide and to maintain a safe place of employment. All employees shall endeavor in the course of the performance of their duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.



## ARTICLE X: HEALTH PROVISIONS

### A. Physical Fitness-New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence of the employee's physical fitness shall be limited to a statement from a licensed physician, surgeon, osteopathic physician, licensed physician assistant, or advanced registered nurse practitioner of the employee's choice. This shall be done within thirty (30) days after the date of signing of the initial contract. After successful completion of the exam, the cost of an employee's physical will be paid by the school district for the employee's actual costs of the examination after the employee's insurance has been filed up to a maximum of \$65.00. Should the licensed physician, surgeon, osteopathic physician, licensed physician assistant, or advanced registered nurse practitioner determine that the employee does not meet the physical fitness to perform duties assigned or is not free from communicable disease, the district shall have the right to declare the contract null and void. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

### B. Physical Fitness-Continuing Employees

All continuing employees shall have the opportunity to demonstrate evidence of physical fitness to perform duties assigned and freedom from communicable diseases once every three(3) years. Such evidence shall be limited to a statement from a licensed physician, surgeon, osteopathic physician, or licensed physician assistant, or advanced registered nurse practitioner of the employee's choice attesting to the employee's fitness. The physical examination should consist of a measurement of height and weight, blood pressure check, urine sample, tuberculosis test and a general assessment conducted by the physician.

### C. Subsequent Examinations

The Board may require a subsequent tuberculosis test when, in its judgment, there is a legitimate risk of tuberculosis.

### D. Medication

No employee shall be required by the employer to dispense or administer medication.

## ARTICLE XI: SICK LEAVE

Sick leave defined: Sick leave shall mean leave of absence because of illness of the educator from natural causes or accident or the illness of the educator's spouse, parent, grandparent, mother-in-law, father-in-law, sibling or children.

### A. Benefits

For the contract year, all employees shall be entitled to the following days of sick leave:

1st year of employment	10 days
2nd year of employment	12 days
3rd year of employment	12 days
4th year of employment	
and subsequent years of employment	15 days

The amounts shall apply only to consecutive years of employment in the Sioux Center Community Schools and unused portions shall be cumulative to a maximum of 105 days.

### B. Extended Leave

An employee who is unable to work because of personal illness or disability or illness, disability, or death of a member of his/her immediate family, and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year then the leave may be renewed each year upon written request by the employee. The Board agrees to continue all fringe benefits provided for duration of the existing contract year.

### C. Emergency Sick Leave

An employee who is unable to work because of illness from natural causes or an accident or the illness or accident of the employee's spouse, parent, grandparent, mother-in-law, father-in-law, sibling or child/children and who has exhausted all his/her accumulated sick leave and personal leave may draw up to five (5) days of emergency sick leave per year from the Emergency Sick Leave Bank. The total number of Emergency Sick Leave days borrowed is to be paid back in kind to the bank within a three (3) year period.

## ARTICLE XII: TEMPORARY LEAVES OF ABSENCE

### A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

#### 1. Personal Leave

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Application for the use of this leave must be made to the principal five (5) workdays in advance of its use. Before this leave may be used it must be approved and signed by both the building principal and the superintendent. In cases of extreme emergency, the five (5) day approval period may be waived upon the agreement of the building principal and the superintendent. Personal leave is defined as leave for any personal reason of the employee. Personal leave for any given day is limited to 10% of the professional staff per building. An employee who has any remaining days left in a given year may carry over up to two (2) days over to the next year. The maximum personal days an employee may have in any given year is four(4). Use of personal leave is limited to no more than three (3) consecutive workdays by any employee.

#### 2. Jury and Subpoena

Any employee called for jury duty during school hours should be provided such time without loss of pay and without losing credit on any form of leave. Any fees or remuneration the employee received above mileage or expenses shall be turned over to the Sioux Center Community School District.

#### 3. Bereavement Leave For All Employees

Five (5) days of leave will be allowed, if necessary, for each death in the immediate family. Immediate family is defined herein as meaning husband, wife, child, mother, father, grandmother, grandfather, brother, or sister, mother-in-law, father-in-law, brother-in-law, or sister-in-law. In case of death of any other relative, or close friend, one (1) day of absence shall be allowed without loss of pay or sick leave to attend the funeral, subject to the prior approval of the superintendent.

#### 4. Association

Up to two (2) days each shall be available for two (2) representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. This shall be a paid leave. Notice shall be given to the employee's principal at least ten (10) working days in advance, except in cases of emergency.

B. Unpaid Leave

1. Public Leave

A leave of absence without pay not to exceed one (1) year may be granted to any employee, upon written application, for the purpose of serving in an elected state or national public office. Upon return from such leave, an employee shall be placed at the same position of the salary schedule as when he/she was granted the leave of absence. Six (6) months notice of return shall be given by the employee.

2. Educational Improvement

A leave of absence without pay of up to one (1) year may be granted to an employee, upon application, for the purpose of engaging in full time study at an accredited college or university related to the employee's professional responsibilities in the Sioux Center Community School District. Upon return from such leave, the employee shall be placed at the experience level as when the leave was granted.

## ARTICLE XIII: EXTENDED LEAVES OF ABSENCE

### A. Temporary Disability (Maternity) Leaves

An employee who is pregnant shall inform her building principal, or immediate supervisor, in writing, of her expected date of childbirth, not later than the end of the fourth month of pregnancy. At that time, the employee shall also give notice in writing whether the employee plans to continue to perform her duties during the remaining period of pregnancy, and the date she expects to return to work following childbirth. Should the employee not plan to return to work after the time of her Temporary Disability (Maternity) Leave, she shall inform her principal in writing not later than the end of the fifth month of pregnancy. The period the employee's doctor certifies the employee is unable to work because of pregnancy, childbirth, or complications arising therefrom, constitutes the temporary disability leave. The employee will be provided sick leave benefits to the extent of the employee's accumulated earned sick leave for the period the employee's doctor certifies the employee is unable to work. However, if the employee plans to return to work following childbirth, she shall report to work within fifteen (15) working days or twenty-one (21) calendar days (whichever is the shorter period) of the date of discharge from the hospital unless such resumption of duties is medically contraindicated and that fact is certified in writing by the employee's doctor. Except as modified herein, all policies, rules and regulations applicable to employees who are granted sick leave shall be applicable to employees who apply for Temporary Disability (Maternity) Leave.

### B. Child Rearing Leave After Disability Leave

At the conclusion of temporary disability, a leave of absence, without pay shall be granted for any one case of pregnancy, if so requested by the employee, for a period not to exceed twelve (12) months from the end of the semester in which the temporary disability period ends. Upon certifying to the administration the anticipated beginning date of the temporary disability because of pregnancy, the employee shall notify the administration in writing whether she intends to take a child rearing leave beyond the period of temporary disability.

### C. Combination Prenatal, Temporary Disability, and Child Rearing Leave

In addition to temporary disability leave, an employee, at her option, shall be granted a leave of absence without pay, not to exceed twelve (12) months from the end of the semester in which the leave is commenced which may be at any time during the pregnancy.

1. At the time the employee request her prenatal leave she shall notify the Superintendent in writing whether she intends to take the child rearing leave beyond the period of temporary leave.
2. In addition to the certification of pregnancy for prenatal leave and notice of child rearing leave, the employee shall promptly furnish in writing to the Superintendent the doctor's statement

when he/she certifies her to be medically unable to work because of pregnancy or complications arising therefrom.

- D. Upon return from approved leaves of absences, an employee shall be placed on salary schedule at an experience step that is advanced one (1) year from that stated on his/her last effective contract. They will not be given experience credit for the period of the approved leave. They will maintain the same other benefits as applicable to other similar employees at that time. The employee shall be returned to the same or a like position following an approved leave of absence.
- E. Employees under these approved leaves will continue to be subject to Article XV: Procedures for Staff Reduction.

#### ARTICLE XIV: EVALUATION PROCEDURES

Within three (3) weeks of the beginning of each contract year, employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be used that contract year. This may be done in a group meeting. New employees during the contract year shall be so acquainted within three (3) weeks of that employee's first day of work.

The classroom teaching performance of regularly full-time first and second year teachers shall be formally observed a minimum of twice each semester. Third year teachers shall be formally observed a minimum of once each semester. All others shall be formally evaluated at the discretion of the principal, but no less than once every three (3) years. The results of each formal classroom observation shall be provided the employee in writing. Each teacher will be given the opportunity to reflect on the lesson's quality and provide feedback in the evaluation process. Each formal observation of an employee shall be followed within five (5) working days by a conference between the employee and the person who did the observing. After the conference, the employee shall sign the observation report only to indicate the employee's awareness of the contents of the report and a copy given to the employee.

This conference between the employee and the employer may be used to discuss both the observation and the evaluation of the employee's total performance. Evaluations shall be fair and accurate and subject to the grievance procedure of this contract.

## ARTICLE XV: PROCEDURES FOR STAFF REDUCTION

### Coverage - all employees under this Agreement

The Employer shall determine when it is necessary to have a reduction in staff, the divisions to be reduced, and shall determine which employees are to be reduced and which are to be retained. In making its choice the Board shall take into consideration the seniority of an employee. Seniority for purposes of this provision shall be based on the employee's total "Paid-in-district experience."

When the Employer finds it necessary to have a reduction in staff and when in the judgment of the employer the affected employees for which employment cannot be provided, because of lack of proper certification and/or licensure in grades Kindergarten through Twelve, then the employee with the least seniority shall be laid off first.

Any employee laid off pursuant to this policy shall have recall rights to any position in grades Transitional Kindergarten through Twelve for which he/she is or may become certified for two (2) years from the effective date of his layoff and shall be recalled to available positions in such division in inverse order of layoff. Any laid off employee shall be responsible for having on file in the Superintendent's office the employee's current address. The employee must respond in writing within fourteen (14) days of any recall notice in order to be considered for the position. The Board shall annually provide the Association with a current list of those employees who have retained such rights provided by this section.

The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 15 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

In the event that federal funding is no longer available for a position that is more than fifty (50) percent federally funded, the Employer may reduce such position by providing thirty (30) days notice in writing to the affected employee. Employees reduced under this provision shall have the same recall rights provided other employees under this Article.

Any employee recalled under this provision shall return at the salary level to which the employee was entitled at the end of the school year in which notified of the reduction.

Resignations shall be made no later than April 30, signed by the employee and directed to the Superintendent for referral to the Board for final disposition. Employees who resign have no recall rights.



## ARTICLE XVI: PAYROLL DEDUCTIONS

### A. Dues Deduction

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues only. The form authorizing deduction shall be designed by the Association, subject to the approval of the Employer, and expenses for producing and distributing said form shall be borne by the Association. The Employer will deduct the regular monthly dues each month as authorized and remit said monies within ten working days to an official designated by the Association. The Association agrees to indemnify and hold harmless the School district, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this agreement between the parties for dues deduction and their implementation.

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board, with a copy to the Association.

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

### B. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of any employee and make appropriate remittance for annuities, insurances, or any other plans or programs jointly approved by the Association and the Board.

## ARTICLE XVII: INSURANCE

### A. Provision of Insurance

The Employer agrees to provide all eligible employees, who elect to become insured, the following insurance coverage:

#### 1. Health/Major Medical Insurance

If the employee elects Health/Major Medical Insurance Coverage, each employee and his/her immediate family members shall be covered by a health and major medical program that meets the minimum specifications outlined in the plan provided by the Iowa Educators Trust – Wellmark Blue Cross/Blue Shield on July 1, 2003. For each year beginning July 1 and ending the following June 30, the Employer contribution for Health/Major Medical Insurance

Coverage for an employee who elects coverage will be as follows:

- a. For an employee who elects Health/Major Medical Insurance Coverage under the Primary Plan offered by the Employer. The Employer will contribute up to \$6,048 times the FTE of the employee towards the purchase of health/major medical insurance coverage for the contract year. For a married couple who both work for the Employer, the Employer will contribute up to \$6,048 times the combined FTE of a married couple towards the purchase of health/major medical insurance coverage for the contract year.
- b. For an Employee who elects Health/Major Medical Insurance Coverage under an Alternate Plan provided by the Employer. Provided the alternate plan elected by the employee at a cost less than \$6,048 per contract year, and provided the employee does not elect coverage under the primary plan offered by the employer, the employer will contribute an amount equal to the FTE of the employee times the sum of \$6,048 less the amount paid towards the purchase of the alternate plan to a Flexible Spending Account in the employee's name. This Flexible Spending Account will be subject to all rules and regulations as promulgated by the Internal Revenue Service for such arrangements. In no event shall the employer be obligated to contribute more than \$6,048 towards any Alternate Plan elected by the employee.
- c. For an Employee who elects no insurance coverage. For an Employee who elects no coverage under a health/major medical insurance plan offered by the Employer, the Employer will pay the Employee a cash amount of \$2,500.00 per contract year times the FTE of the Employee.

#### 2. Long-term Disability Insurance

The Employer will contribute the annual premium for long-term disability insurance, such insurance to provide a monthly benefit amount of 60% of covered compensation up to a maximum benefit amount of \$3,000 per month.

3. Life Insurance

The Employer will contribute the annual premium amount for a term life insurance policy of \$20,000 for each employee. The employee shall designate the beneficiary or beneficiaries for this policy.

B. Dates of Coverage

1. Effective Date of Coverage

Employer provided coverage shall be effective no later than the first of the month coinciding with or next following the initial date of employment.

2. Dates of Termination

For an employee who terminates employment on or after the last day of the school year, the Employer provided coverage shall end on the last day of August next following the date of the employee's final paycheck. For an employee who terminates employment on a date prior to the last day of the school year, the Employer provided coverage shall end on the last day of the month coinciding with or next following the date of the employee's last date of paid employment.

C. Continuation of Benefits

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned coverages shall continue throughout the balance of the school year. An employee granted extended leave without pay, other than leave under F.M.L.A. shall have the option to continue all insurance benefits provided by this Agreement for the duration of said leave at the expense of the employee.

D. Plan Description

The Employer shall request each insurance company with which coverage is obtained to provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or the date of employment, including a description of conditions and limits of coverage, and to keep available with the Office of the Superintendent the form of applications.

E. Selection of Carriers

The Employer shall have the right to select each insurance carrier. The Employer, however, will receive and consider any recommendations from the Association regarding the selection of such a carrier.

F. Coordination with Insurance Carrier

All terms and conditions of the above provided insurance benefits, including eligibility for coverage, continuation, and coverage period, shall be consistent with the terms and provisions as stated in the insurance contract issued by such insurance carrier.

## ARTICLE XVIII: WAGES AND SALARIES

### A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part thereof.

### B. Placement on Salary Schedule

#### 1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with Paragraph 2 below. Employees who work more than ninety-five (95) work days in a contract year shall be given full credit for one (1) year of service toward the next increment step the following year. Employees who work more than forty-eight (48) workdays but less than ninety-five (95) workdays in a contract year shall receive 1/2 year's credit. Employees who work less than forty-eight (48) workdays in a contract year receive no credit towards an increment.

#### 2. Credit for Experience

Up to ten (10) year's credit on the employee salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

#### 3. Returning to the District

Any employee with previous teaching experience in the Sioux Center Community School district shall upon returning to the System receive full credit for up to a total of ten (10) years credit for in-district service and acceptable outside experience.

### C. Advancement on Salary Schedule

#### 1. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of previously approved, graduate educational credit, as detailed in Paragraph 2, no later than twenty (20) days after the beginning of the current school year. Non-graduate credit may be approved by the Superintendent if deemed beneficial to the school district.

#### 2. Additional Educational Credit

Courses carrying graduate credit and appropriately related to the employee's area of certification or courses required by the state for recertification will be approved for movement from educational lane to the next high educational lane. This may include courses in education and guidance; and courses in administration if leading toward a different position in the Sioux Center school system and with prior approval by the board. Advancement will be given after the procedure in Paragraph 1 has been followed. If a course does not meet the above

conditions, the employee must receive approval from the Superintendent on a form provided by the board prior to enrollment in the course. Any course applying to extra duties, as per Supplemental Pay Schedule B, will not count for movement from one lane to another, unless it applies to a Master's program in the employee's teaching area.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular workdays. During an employee's last year of employment, the employee may elect to receive pay in nine (9), ten (10) or eleven (11) equal installments. The employee shall notify the district of his/her intention to receive salary for nine (9), ten (10) or eleven (11) months no later than July 15 in the fiscal year such payment option is to be exercised.

2. Exceptions

When pay date fall on or during a school holiday, vacation other than summer, or weekend, employees shall receive their paychecks on the last previous working day.

3. Summer checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

E. House File 499 Funds

1. The negotiated base of Salary Schedule A shall be \$29,214.

2. The generator base of Salary Schedule A shall be determined in the following manner:

- a. Excess Phase I funds shall be applied to the salary base.
- b. All Phase II funds shall be applied to the salary schedule base.

3. The salary schedule base shall be decreased by an equal amount if the state diminishes or ceases payment of the Phase I or Phase II funds.

4. Phase III Funds. Only the distribution of salary and the evaluations under the Phase III plan shall be subject to the grievance procedure of this contract.

5. Phase I and II funds received from HF 499 are built into this salary schedule. If for some reason Phase I and/or II funds are reduced/increased, this salary schedule may be changed to reflect that change.

F. Provisions for Reopening Negotiations

1. Should the state legislature allocate additional funds to the Sioux Center Community School District for the purpose of improving teacher compensation for the 2006-2007 school year, negotiations will reopen in order to negotiate the distribution of such funds.

**SCHEDULE "A"**  
**SIOUX CENTER COMMUNITY SCHOOL**  
**2006-2007 Salary Schedule**

BASE SALARY  
\$29,214

EXPERIENCE:	B.A.	B.A.+10	B.A.+20	B.A.+30	M.A.	M.A.+10	M.A.+20
0	\$29,214	\$30,383	\$31,551	\$32,720	\$33,888	\$35,057	\$36,225
1	\$30,456	\$31,674	\$32,892	\$34,110	\$35,328	\$36,547	\$37,765
2	\$31,697	\$32,965	\$34,233	\$35,501	\$36,769	\$38,037	\$39,305
3	\$32,939	\$34,256	\$35,574	\$36,891	\$38,209	\$39,527	\$40,844
4	\$34,180	\$35,548	\$36,915	\$38,282	\$39,649	\$41,016	\$42,384
5	\$35,422	\$36,839	\$38,256	\$39,673	\$41,089	\$42,506	\$43,923
6	\$36,664	\$38,130	\$39,597	\$41,063	\$42,530	\$43,996	\$45,463
7	\$37,905	\$39,421	\$40,938	\$42,454	\$43,970	\$45,486	\$47,002
8	\$39,147	\$40,713	\$42,279	\$43,844	\$45,410	\$46,976	\$48,542
9	\$40,388	\$42,004	\$43,619	\$45,235	\$46,850	\$48,466	\$50,082
10	\$41,630	\$43,295	\$44,960	\$46,626	\$48,291	\$49,956	\$51,621
11			\$46,301	\$48,016	\$49,731	\$51,446	\$53,161
12				\$49,407	\$51,171	\$52,936	\$54,700
13					\$52,611	\$54,426	\$56,240
C.I. =							
\$350	\$41,980	\$43,645	\$46,651	\$49,757	\$52,961	\$54,776	\$56,590

## ARTICLE XIX: SUPPLEMENTAL PAY

### A. Extra-Curricular Activities

1. Rate of Pay - Employees participating in activities listed in Schedule B shall be contracted and compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part hereof.
2. Approved Activities - The Board and the Association agree that approved extra-curricular activities that are official school sponsored activities are covered by school liability insurance.

**SIOUX CENTER COMMUNITY SCHOOL  
SALARY SCHEDULE "B"  
2006-2007**

BASE SALARY  
\$29,214

	INC.	INDEX	\$	INDEX	\$	INDEX	\$	INDEX	\$	INDEX	\$	INDEX	\$
Athletic Director	.0050	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236	.1500	\$4,382	.1550	\$4,528
MS Athletic Director	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Head Football	.0050	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236	.1500	\$4,382	.1550	\$4,528
Assistant Football	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Middle School Football	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Head Volleyball	.0050	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236	.1500	\$4,382	.1550	\$4,528
Assistant Volleyball	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Middle School Volleyball	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Head Basketball	.0050	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236	.1500	\$4,382	.1550	\$4,528
Assistant Basketball	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Middle School Basketball	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Head Wrestling	.0050	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236	.1500	\$4,382	.1550	\$4,528
Assistant Wrestling	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Middle School Wrestling	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Head Track	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Assistant Track	.0030	.0780	\$2,279	.0810	\$2,366	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717
Head Middle School Track	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Assistant Middle School Coach	.0015	.0480	\$1,402	.0495	\$1,446	.0510	\$1,490	.0525	\$1,534	.0540	\$1,578	.0555	\$1,621
Head Golf	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Assistant Golf	.0030	.0780	\$2,279	.0810	\$2,366	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717
Head Baseball	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Assistant Baseball	.0030	.0780	\$2,279	.0810	\$2,366	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717
Middle School Baseball	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
Head Softball	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Assistant Softball	.0030	.0780	\$2,279	.0810	\$2,366	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717
Middle School Softball	.0030	.0555	\$1,621	.0585	\$1,709	.0615	\$1,797	.0645	\$1,884	.0675	\$1,972	.0705	\$2,060
B&G Cross Country	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Head Instrumental	.0050	.1200	\$3,506	.1250	\$3,652	.1300	\$3,798	.1350	\$3,944	.1400	\$4,090	.1450	\$4,236
Middle School Instrumental	.0025	.0600	\$1,753	.0625	\$1,826	.0650	\$1,899	.0675	\$1,972	.0700	\$2,045	.0725	\$2,118
Head Vocal	.0040	.0960	\$2,805	.1000	\$2,921	.1040	\$3,038	.1080	\$3,155	.1120	\$3,272	.1160	\$3,389
Assistant Instrumental	.0015	.0420	\$1,227	.0435	\$1,271	.0450	\$1,315	.0465	\$1,358	.0480	\$1,402	.0495	\$1,446
Annual	.0015	.0420	\$1,227	.0435	\$1,271	.0450	\$1,315	.0465	\$1,358	.0480	\$1,402	.0495	\$1,446



News	.0015	.0300	\$876	.0315	\$920	.0330	\$964	.0345	\$1,008	.0360	\$1,052	.0375	\$1,096
Dance Team	.0015	.0360	\$1,052	.0375	\$1,096	.0390	\$1,139	.0405	\$1,183	.0420	\$1,227	.0435	\$1,271
Speech Contest	.0015	.0360	\$1,052	.0375	\$1,096	.0390	\$1,139	.0405	\$1,183	.0420	\$1,227	.0435	\$1,271
School Play	.0015	.0360	\$1,052	.0375	\$1,096	.0390	\$1,139	.0405	\$1,183	.0420	\$1,227	.0435	\$1,271
School Play Tech.	.0015	.0180	\$526	.0195	\$570	.0210	\$613	.0225	\$657	.0240	\$701	.0255	\$745
Basketball Cheerleading Supervisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Football Cheerleading Supervisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Wrestling Cheerleading Supervisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
FFA Advisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Student Council Adv.	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
SODA	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
National Honor Society	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
JETS Advisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Math Team Advisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Quiz Bowl Advisor	.0010	.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742
Prom Chairperson	.0015	.0360	\$1,052	.0375	\$1,096	.0390	\$1,139	.0405	\$1,183	.0420	\$1,227	.0435	\$1,271
Assistant Prom Sponsor	.0015	.0180	\$526	.0195	\$570	.0210	\$613	.0225	\$657	.0240	\$701	.0255	\$745
Neight Room	.0030	.0840	\$2,454	.0870	\$2,542	.0900	\$2,629	.0930	\$2,717	.0960	\$2,805	.0990	\$2,892
Mock Trial	0.001	0.0204	\$596	.0214	\$625	.0224	\$654	.0234	\$684	.0244	\$713	.0254	\$742

## ARTICLE XX: MISCELLANEOUS

### A. Separability

If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect.

### B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at the Office of the Superintendent.
2. If by Board, to Association to the Association's President.

### C. Information

The Board agrees to provide the Association in response to specific requests available district public financial information including annual reports. The Board further agrees to furnish blank copies of all forms required by state agencies, for example, the State Department of Public Instruction and the State Comptroller.

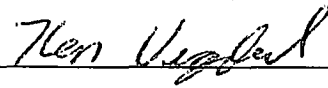
## ARTICLE XXI: FINALITY AND EFFECT OF AGREEMENT

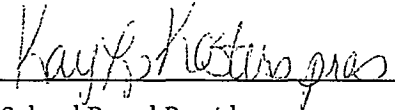
This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

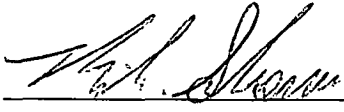
## ARTICLE XXII: DURATION

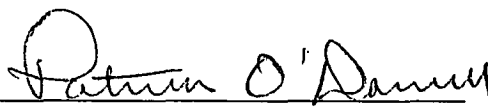
This agreement shall remain in full force and effect from August 16, 2006, and shall continue in effect until midnight on August 15, 2007. For the school year 2006-2007, the parties agree that Article XVII, Insurance, and Article XVIII, Wages and Salaries, shall be reopened and further agree that either party may propose one other article for negotiations.

Both parties agree that the first negotiation session for the 2007-2008 contract year shall be no later than December 5, 2006.

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
School Board President

  
\_\_\_\_\_  
Chief Negotiator Association

  
\_\_\_\_\_  
Chief Negotiator School Board